

STATEMENT UNDER 37 CFR 3.73(b)

Att. Docket No. 2875,3670000

Applicant/Patent Owner: Ting SUN

Application No./Patent No.: 6,898,236 Filed/Issue Date: May 24, 2005

Titled: System and Method for Adaptively Accommodating a High Amplitude Downstream Signal in a DSL Modem

Broadcom Corporation, a

Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
 2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
 3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
- the patent application/patent identified above, by virtue of either:
- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Broadcom International Limited To: Broadcom Corporation

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: 2Wire, Inc. To: Broadcom Corporation
Broadcom International Limited

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: Ting SUN To: 2Wire, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 011133, Frame 0122, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Robert Sokohl, Registration No. 36,013

Authorized Agent

Printed or Typed Name

Title

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Broadcom International Limited**, a corporation organized under the laws of the Cayman Islands corporation, with a registered address at Zephyr House, Mary Street, P.O. Box 709 GT, George Town, Grand Cayman, Cayman Islands, British West Indies (hereafter referred to as the "Assignor"), hereby sells and assigns to **Broadcom Corporation**, a corporation formed under the laws of California, whose mailing address is 5300 California Avenue, Irvine, California 92617 (hereafter referred to as the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A and Schedule B annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A and Schedule B, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A and Schedule B, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

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The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants the patent practitioners associated with **CUSTOMER NUMBER 49579** the power to insert in this assignment, including the attached Schedule A and Schedule B, any further information regarding the patents and patent applications so identified in such Schedule A and Schedule B that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR,

BROADCOM INTERNATIONAL LIMITED

Signed: 

Name:

Dee Henderson

Director, Intellectual Property Administration

Title:

Date: 1/29/10

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SCHEDULE A

UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS

| | Application No. | Filing Date | Patent No. | Issue Date |
|-----|-----------------|-------------|------------|------------|
| 1. | 09/670,490 | 9/26/2000 | 6,898,236 | 5/24/2005 |
| 2. | 09/791,970 | 2/22/2001 | 6,507,608 | 1/14/2003 |
| 3. | 10/027,481 | 12/19/2001 | 7,023,910 | 4/4/2006 |
| 4. | 10/789,552 | 2/26/2004 | 7,421,015 | 9/2/2008 |
| 5. | 10/789,553 | 2/26/2004 | 7,369,607 | 5/6/2008 |
| 6. | 10/721,445 | 11/24/2003 | 7,443,916 | 10/28/2008 |
| 7. | 10/773,054 | 2/4/2004 | 7,433,395 | 10/7/2008 |
| 8. | 10/883,520 | 6/30/2004 | 7,502,336 | 3/10/2009 |
| 9. | 10/948,406 | 9/22/2004 | 7,177,419 | 2/13/2007 |
| 10. | 11/377,083 | 3/15/2006 | 7,555,037 | 6/30/2009 |
| 11. | 11/248,704 | 10/11/2005 | N/A | N/A |
| 12. | 11/067,434 | 2/25/2005 | N/A | N/A |
| 13. | 11/131,392 | 5/16/2005 | N/A | N/A |
| 14. | 11/377,114 | 3/15/2006 | N/A | N/A |
| 15. | 11/377,084 | 3/15/2006 | N/A | N/A |
| 16. | 11/348,733 | 2/6/2006 | N/A | N/A |
| 17. | 12/287,577 | 10/10/2008 | N/A | N/A |

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SCHEDULE B

INTERNATIONAL APPLICATIONS AND APPLICATIONS FILED UNDER THE PATENT COOPERATION TREATY (PCT)

| | Country | Application No. | Filing Date |
|-----|---------|------------------|-------------|
| 1. | Canada | 2,535,989 | 6/30/2005 |
| 2. | Canada | 2,582,957 | 10/11/2005 |
| 3. | Canada | 2,582,959 | 10/14/2005 |
| 4. | Canada | 2,601,411 | 3/16/2006 |
| 5. | Canada | 2,601,389 | 3/17/2006 |
| 6. | Europe | 05 767 808.8 | 6/30/2005 |
| 7. | Europe | 06 738 974.2 | 3/16/2006 |
| 8. | Europe | 06 748 434.5 | 3/17/2006 |
| 9. | Mexico | MX/a/2007/011460 | 9/18/2007 |
| 10. | Mexico | MX/a/2007/011461 | 9/18/2007 |
| 11. | PCT | US09/55821 | 9/29/2009 |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, (this "Assignment") is made and entered into as of December 4, 2009, by and among 2Wire, Inc., a corporation organized under the laws of the State of Delaware (the "Assignor"), Broadcom, a corporation organized under the laws of the State of California ("Parent"), Broadcom International Limited, a corporation organized under the laws of the Cayman Islands corporation, with a registered address at Zephyr House, Mary Street, P.O. Box 709 GT, George Town, Grand Cayman, Cayman Islands, British West Indies ("International Sub" and together with Parent, the "Assignee"). All capitalized terms not defined herein shall be defined as set forth in the Asset Purchase Agreement dated as of December 3, 2009 between Assignor, Assignee and Broadcom Corporation (the "Purchase Agreement").

W I T N E S S E T H

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, the Transferred Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer, set over, and deliver, and cause its subsidiaries and affiliates irrevocably to sell, assign, transfer, set over, and deliver, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Transferred Intellectual Property Rights, including without limitation the Intellectual Property Rights listed on Schedule II and Schedule 2.1(h) of the Purchase Agreement, and including without limitation the right to sue for and recover damages for any past, present or future infringement of such Transferred Intellectual Property Rights, said Transferred Intellectual Property Rights to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignor and/or its subsidiaries had this sale, assignment and transfer not been made, as follows:

(a) legal title and all right, title and interest in the intangible assets to Broadcom unless they are explicitly assigned to International Sub herein;; and

(b) notwithstanding (a), exclusive and perpetual rights outside of the United States to commercially exploit the intangible property, including without limitation the right to develop, manufacture, market, distribute, sell or license products using the intangible property to International Sub.

Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may reasonably request in order to make and

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prosecute any and all applications on said Transferred Intellectual Property Rights or to effect the transfer of, or establish, vest, record, perfect or otherwise confirm in Assignee or its designee(s) legal title to said Transferred Intellectual Property Rights and all intellectual property rights pertinent to said Transferred Intellectual Property Rights, including without limitation executing assignments of Registered IP to be recorded with the United States Patent and Trademark Office, the United States Copyright Office or other similar or corresponding agencies, authorities or registries.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

2WIRE, INC.

Signed: 
Name: Pasquale Romano
Title: CEO
Date: _____

**ACKNOWLEDGED AND
ACCEPTED:**

ASSIGNEE:

BROADCOM CORPORATION

Signed: _____
Name: _____
Title: _____
Date: _____

BROADCOM INTERNATIONAL LIMITED

Signed: _____
Name: _____
Title: _____
Date: _____

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

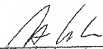
2WIRE, INC.

Signed: _____
Name: _____
Title: _____
Date: _____

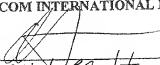
**ACKNOWLEDGED AND
ACCEPTED:**

ASSIGNEE:

BROADCOM CORPORATION

Signed: 
Name: Scott A. McGregor
Title: President and Chief Executive Officer
Date: December 3, 2009

BROADCOM INTERNATIONAL LIMITED

Signed: 
Name: Eric K. Bignotti
Title: Vice President and Chief Financial Officer
Date: December 3, 2009

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